

Agenda Item Form

Agenda Date: 09/07/04

Districts Affected: N/A

Dept. Head/Contact Information: Interim City Manager, Jim Martinez, (915) 541-4145

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> | | |

Funding Source:

- ☒ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Executive Staff Assistant for new City Manager.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and benefits

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

N/A

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **BLANCA M. GONZALEZ**, to assist the City Manager as an Executive Staff Assistant at a biweekly rate of \$1,346.15 for 40 hours per week. The term of the contract shall be for the period of September 8, 2004 through March 7, 2005. Contract subject to the concurrence of the Civil Service Commission.

APPROVED this 7th day of September, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **BLANCA M. GONZALEZ**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the City Manager, desires to employ the Employee as an Executive Staff Assistant; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the City Manager, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about September 8, 2004 and be completed by March 7, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid a biweekly rate of One Thousand Three Hundred Forty Six and 15/100 Dollars (\$1,346.15). The employee shall work a maximum of forty (40) hours per week. Employee is classified as an Exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not

currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. All paid holidays authorized by the El Paso City Council.

C. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

D. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

E. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

F. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the City Manager's Office, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of

the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause with thirty (30) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
Attn: City Manager
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Blanca M. Gonzalez

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 7th day of September, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Blanca M. Gonzalez
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Jim Martinez
Interim City Manager

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 9/9/04

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

EXECUTIVE STAFF ASSISTANT

(EL PASO CONTRACT POSITION)

General Summary

Under direction, perform highly complex and responsible paraprofessional administrative support duties of a personal and confidential nature for the Chief Administrative Officer.

Typical Duties

Provide diplomatic communication such as that pertaining to administrative directives, Council actions, ordinances, code, policies, procedures, reports and correspondence, to elected officials and executives of City departments, other governmental entities, the business community and the public. Involves: Screen mail, telephone and in person inquires, direct person to responsible party, and forward messages, including those dealing with private or sensitive topics. Research varied concerns and topics which includes identifying sources, gathering, breaking down, recasting, compiling and summarizing information for use in internal management or public release reports, or in formulating formal responses, compose and proofread draft documents for review, editing and approval signature, and produce final copy using desk top publishing software. Coordinate appointments, meetings, calendar and other day-to-day issues to assist supervisor with management of time. Set up, and ensure maintenance and safekeeping of supervisor's recordkeeping systems for minutes, files, correspondence, agreements, forms, logs and related reports which includes developing and administering databases, and presentations to facilitate information exchange. Review Council and other City meeting agenda items, and follow and keep supervisor informed of status requiring action by others, as requested. Take and transcribe minutes. Interpret English-Spanish conversations, and translate English-Spanish documents, if required.

Perform other para-professional analytical and administrative duties as required. Involves: Attend meetings and hearings on behalf of supervisor to gather information and act as liaison. Direct the work of assigned staff support personnel if delegated team leader responsibility. Substitute for immediate supervisor during temporary absences by performing specifically designated duties and responsibilities sufficient to maintain continuity of normal services of the supervisor's office and similarly performing duties of coworkers or subordinates, if assigned. Engage in a broad range of miscellaneous office functions handling petty cash, making travel arrangements and processing invoices for payment. Operate common office machines such as typewriter, microcomputer, Dictaphone, copier and fax.

Minimum Qualifications

Training and Experience: Equivalent to an accredited Associate's Degree in Public or Business Administration, Secretarial Science, Pre-Law or a related field, plus five (5) years of increasingly responsible administrative support, secretarial or paralegal experience in a governmental, corporate or law office setting.

Licenses and Certificates: Texas Class "C" Driver's License or equivalent issued by another state.

Special Requirements: Work beyond standard workday or workweek hours as necessary.

[REDACTED]
[REDACTED]
El Paso, Texas [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Blanca M. Gonzalez

Objective

Seeking to obtain a motivating and challenging position, which will utilize to the fullest my work experience, and to further develop my skills to the success of the organization

Summary of qualifications

- Type 65 wpm
- Excellent organizational skills
- MS Word & Word Perfect
- MS Excel
- MS Publisher
- Research skills
- Fluently read, write & speak Spanish
- Excellent editing skills
- Excellent work ethics

Work experience

Paralegal Mounce, Green, Myers, Safi & Galatzan (El Paso, TX) Jan. 2003-Present

- Initial drafts of pleadings, discovery, and correspondence
- Communicate with opposing counsel, clients, and courts
- Filed documents with District and County Clerks
- Aid in trial preparation
- Open and maintain files
- Perform legal research
- Translate documents/conversations
- Review, analyze, and summarize medical records
- Organize intern's/summer clerks' orientation and events

Paralegal to Stephen H. Nickey Studdard & Melby (El Paso, TX) April 2001-April 2002

- Initial drafts of pleadings, discovery, and correspondence
- Received payments from clients and updated balances
- Communicated with opposing counsel, clients, and courts
- Filed documents with District and County Clerks
- Aided in trial and deposition preparation
- Opened and maintained files for each client
- Performed legal research
- Performed initial interview of potential clients
- Translated documents
- Interviewed potential employees of the company
- Trained new employees
- Continue to work for Mr. Nickey on a contract basis

Paralegal to Paul Kubinski Kubinski & Assoc. (El Paso, TX) Jan. 2001-April 2001

- Initial drafts of pleadings and correspondence
- Communicated with opposing counsel, clients, and courts
- Opened and maintained files for each client
- Translated documents

Paralegal to David Escobar David Escobar (El Paso, TX) April 2000-Jan. 2001

- Initial drafts of pleadings, discovery, and correspondence
- Received payments from clients and updated balances
- Communicated with opposing counsel, clients, and courts
- Filed documents with District and County Clerks
- Aided in trial and deposition preparation
- Opened and maintained files for each client
- Performed legal research
- Performed initial interview of potential clients
- Translated documents
- Prepared payroll
- Interviewed potential employees of the company
- Trained new employees

Paralegal to Patrick Groves Patrick Groves (El Paso, TX) Dec. 1998-April 2000

- Initial drafts of pleadings, discovery, and correspondence
- Received payments from clients and updated balances
- Communicated with opposing counsel, clients, and courts
- Filed documents with District and County Clerks
- Aided in trial and deposition preparation
- Opened and maintained files for each client
- Performed legal research
- Performed initial interview of potential clients
- Prepared documentation necessary for workers' compensation claims
- Translated documents

Paralegal Intern under Richard Munzinger Scott & Hulse, P.C.(El Paso, TX) May 1997-Dec. 1998

- Initial drafts of pleadings and correspondence
- Communicated with opposing counsel, clients, and courts
- Filed documents with District and County Clerks
- Performed legal research
- Translated documents
- Prepared documentation necessary for workers' compensation claims

Education

Associates of Paralegal El Paso Community College (El Paso, TX) 1995-1997